

BID OPENING
CITY OF SAN JOSE
OFFICE OF THE CITY CLERK

City Clerk
Time Stamp

2009 MAY 28 PM 2:12

TOTAL BASE BID 1,400,000.

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Thursday, May 28, 2009

Project Manager: Al Smith – 535-8427

**MARTIN PARK LANDFILL GAS CUTOFF
WALL RE-BID PROJECT**

BIDDER NAME: Anderson Pacific Engr.

☒ Bond _____ ☐ Cashier's Check _____

3 Addendums Included (☒)

YES _____ NO _____

☒ NonCollusion Affidavit

YES _____ NO _____

BID DOCUMENTS

MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID

BID DOCUMENTS

BID OPENING

3:00 P.M.

Thursday, May 28, 2009

Bidder: Anderson Pacific Engineering Construction, Inc.

**MARTIN PARK LANDFILL GAS
CUTOFF WALL RE-BID**

BID DOCUMENTS

BID OPENING

3:00 P.M.

Thursday, April 16, 2009

Bidder: Anderson Pacific Engineering Construction, Inc.

**MARTIN PARK LANDFILL GAS
CUTOFF WALL RE-BID**

BID DOCUMENTS

BID OPENING

3:00 P.M.

Thursday, March 26, 2009

Bidder: Anderson Pacific Engineering Construction, Inc.

PROPOSAL TO CITY OF SAN JOSE
FOR
MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID

Name of Bidder: Anderson Pacific Engineering Construction, Inc.

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on October 8, 2008, entitled **MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID** and the Specifications approved by the Director of Public Works on October 8, 2008, entitled **MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID** on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

**SCHEDULE OF QUANTITIES
FOR
MARTIN PARK LANDFILL - LFG CUTOFF WALL RE-BID**

ITEM	SPECIFICATION SECTION	DESCRIPTION OF ITEM	BASE BID	
1	10-2.2	Mobilization	\$ 120,000	Lump Sum
2	10-2.3	Utility Conflict Cost Allowance (REVOCABLE)	\$8,000.00	Fixed Lump Sum
3	10-2.4	Erosion and Sediment Control	\$10,000.00	Fixed Lump Sum
4	10-2.5	Storm Water Pollution Prevention Plan	\$5,000.00	Fixed Lump Sum
5	10-2.6	Protection and Pruning of Existing Trees	\$ 60,000	Lump Sum
6	10-2.7	Tree Removal	\$ 7,000	Lump Sum
7	10-2.8	Demolition	\$ 20,000	Lump Sum
8	10-2.9	Clearing and Grubbing	\$ 5,000	Lump Sum
9	10-2.10	Temporary Construction Signs	\$ 60,000	Lump Sum
10	10-3	Refuse Removal (REVOCABLE)	\$ 144,000	Lump Sum
11	10-3	Backfill (REVOCABLE)	\$ 30,000	Lump Sum
12	10-3	Additional Refuse Removal Cost Allowance - includes additional Backfill & AC - Trench Patch (REVOCABLE)	\$137,000.00	Fixed Lump Sum
13	10-4	Traffic Control	\$ 15,000	Lump Sum
14	10-6	LFG Cutoff Wall	\$ 545,000	Lump Sum
15	10-6	Vent Trench	\$ 205,000	Lump Sum
16	10-6	Vent Riser	\$ 22,000	Lump Sum
17	10-6	Landfill Gas Probe	\$ 13,000	Lump Sum
18	10-7	Remove and Replace Chain Link Fence	\$ 7,000	Lump Sum
19	10-8	PCC Walkway	\$ 13,000	Lump Sum
20	10-8	Curb and Gutter	\$ 40,000	Lump Sum
21	10-9	Asphalt Concrete - Trench Patch	\$ 30,000	Lump Sum
22	10-10	Staking	\$ 12,000	Lump Sum
TOTAL BASE BID AMOUNT (Items 1 through 22, inclusive)			\$ 1,400,000	Lump Sum

DELETED
"RELOCATE
STREET LIGHT"

Note To Bidders: The Bidder's Bond shall be at least 10% of the TOTAL BASE BID AMOUNT.

5/7/09

**SCHEDULE OF QUANTITIES
FOR
MARTIN PARK LANDFILL - LFG CUTOFF WALL**

ITEM	SPECIFICATION SECTION	DESCRIPTION OF ITEM	BASE BID	
1	10-2.2	Mobilization	\$	Lump Sum
2	10-2.3	Utility Conflict Cost Allowance	\$8,000.00	Fixed Lump Sum
3	10-2.4	Erosion and Sediment Control	\$10,000.00	Fixed Lump Sum
4	10-2.5	Storm Water Pollution Prevention Plan	\$5,000.00	Fixed Lump Sum
5	10-2.6	Protection and Pruning of Existing Trees	\$	Lump Sum
6	10-2.7	Tree Removal	\$	Lump Sum
7	10-2.8	Demolition	\$	Lump Sum
8	10-2.9	Clearing and Grubbing	\$	Lump Sum
9	10-2.10	Temporary Construction Signs	\$	Lump Sum
10	10-3	Refuse Removal	\$	Lump Sum
11	10-4	Traffic Control	\$	Lump Sum
12	10-5	Relocate Street Lights	\$	Lump Sum
13	10-6	LFG Cutoff Wall	\$	Lump Sum
14	10-6	Vent Trench	\$	Lump Sum
15	10-6	Vent Riser	\$	Lump Sum
16	10-6	Landfill Gas Probe	\$	Lump Sum
17	10-7	Remove and Replace Chain Link Fence	\$	Lump Sum
18	10-8	PCC Walkway	\$	Lump Sum
19	10-8	Curb and Gutter	\$	Lump Sum
20	10-9	Asphalt Concrete - Trench Patch	\$	Lump Sum
21	10-10	Staking	\$	Lump Sum
TOTAL BASE BID AMOUNT (Items 1 through 21, inclusive) For the Lump Sum Total of			\$	Lump Sum

Note To Bidders: The Bidder's Bond shall be at least 10% of the TOTAL BASE BID AMOUNT.

ITEM	SPECIFICATION SECTION	DESCRIPTION OF ITEM	CHANGE ORDERS	
22	10-3	Refuse Removal	\$	Per CY

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

ANDERSON PACIFIC

Engineering Construction, Inc.

Anderson Pacific Engineering Construction, Inc. was incorporated in the state of California on April 11, 1986. Peter Anderson is the President, Treasurer, and Manager. Matthew Mirenda is the Vice President. Anne Anderson is the Secretary.

NONCOLLUSION AFFIDAVIT

Project Title: **MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID.**

Peter E Anderson, being first duly sworn, deposes and says that he/she is
(print name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on 3/13/09

Anderson Pacific Eng. Const., Inc.
Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: 5822590210

Expiration Date: 12/31/2009

State Contractor Lic. No.: 245215

Classification: A, B, C-10, HAZ

Expiration Date: 07/31/2010

Federal I. D. No.: 94-1636147

Address: 1390 Norman Ave
Santa Clara CA 95054

By: Peter E Anderson
Title: President

Telephone: (408) 970-9900

NOTARY

On March 13, 2009 before me, B. C. Giordano Notary Public, personally appeared
(name and title of officer)

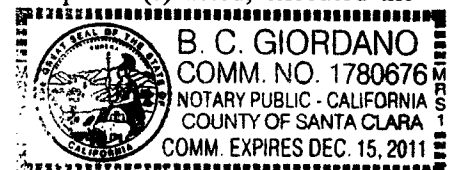
Peter E. Anderson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal, subscribed and sworn to before me.

Signature B. C. Giordano

(Seal)

Notary Public



BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ANDERSON PACIFIC ENGINEERING CONSTRUCTION, INC. as PRINCIPAL,
and SAFECO INSURANCE COMPANY OF AMERICA, a corporation duly organized under the
laws of the State of WA and duly licensed to become sole surety on bonds
required or authorized by the State of California, as SURETY, are held and firmly bound unto the
City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE
TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the
City of San Jose, for the work described below; for the payment of which sum in lawful money of
the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators
and successors, jointly and severally, firmly by these presents. In no case shall the liability of the
Surety hereunder exceed the sum of TEN PERCENT OF AMOUNT BID DOLLARS (\$
10% OF).
BID AMOUNT

THE CONDITION OF THIS OBLIGATION IS SUCH:

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for
certain construction specifically described as follows, for which bids are to be opened in the
Office of the City Clerk, 200 East Santa Clara Street, 2nd Floor, City Hall Wing, San Jose, CA
95113-1905 on May 28, 2009 for MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time
and manner required under the specifications, after the prescribed forms are presented to Principal
for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and
files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance
policies with the City, all as required by the specifications and the contract or by law, then the
obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety
and its bond shall be in no way impaired or affected by any extension of the time within which the
Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligor and judgement is recovered, the
Surety shall pay all costs incurred by the Obligor in such suit, including a reasonable attorney's fee to
be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 23RD
day of APRIL, 2009.

PRINCIPAL

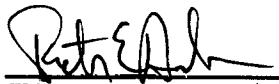
SURETY

ANDERSON PACIFIC ENGINEERING CONSTRUCTION, INC. SAFECO INSURANCE COMPANY OF AMERICA

Legal Company Name

Legal Company Name

Indicate Type of Entity

By 
Title: President

By 
Title: JULIA MO, ATTORNEY-IN-FACT

By _____
Title: _____

By _____
Title: _____

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

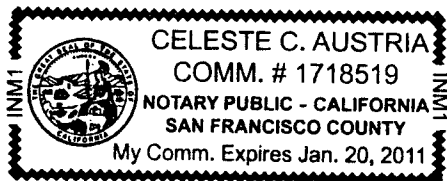
County of San Francisco

On ----- April 23, 2009 ----- before me, Celeste C. Austria, Notary Public

personally appeared----- Julia Mo -----


who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Notary Seal

WITNESS my hand and official seal.



Signature of Notary



POWER
OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 12507

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

*****TOM BRANIGAN; JOHN T. LETTIERI; JULIA MO; PATRICK T. MOUGHAN; San Francisco, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 23RD day of APRIL, 2009



Dexter R. Legg, Secretary

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

WATIS Construction Co.	964 Stockton Ave SANJOSE CA	Paving
SPOSETO	4301 Bettercourt Wy Union City CA	Concrete work
The Professional tree tree CARE CO.	Berkeley CA	TREE Removal
AAA Fence Co	2746 Scott Blvd Santa Clara CA	FENCE
Technicon Eng. Service	4539 N Brawley Ave #108 FRESNO CA 93722	probe installation
ALL Cities Trucking	Fremont CA	Trucking

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

Please See Attached Sheets.

PROJECTS IN THE LAST 3 YEARS

YEAR COMPLETED	TYPE OF WORK	VALUE OF WORK PERFORMED	LOCATION OF WORK	FOR WHOM PERFORMED
In Progress	Oakmead Storm Pump Station Engine Repl	\$ 607,500.00	San Jose, CA	City of San Jose
In Progress	Santa Clara Conduit Maintenance	\$ 282,600.00	Santa Clara County	Santa Clara Valley Water District
In Progress	Sanitary Structures C & D Access Hatch	\$ 316,042.00	San Jose, CA	City of San Jose
In Progress	Catamaran Park Bulkhead	\$ 284,298.00	Foster City, CA	City of Foster City
In Progress	CPA2 Flowmeter Replacement	\$ 56,045.00	Palo Alto, CA	City of Palo Alto
In Progress	Illinois Pump Station	\$ 699,580.00	East Palo Alto, CA	West Bay Sanitary District
In Progress	DAF Pressure Retention Tanks	\$ 819,780.00	San Jose, CA	City of San Jose
In Progress	Alternative Disinfection	\$ 7,709,000.00	San Jose, CA	City of San Jose
In Progress	Secondary Digester No. 2 Cover Repl.	\$ 688,800.00	Union City, CA	Union Sanitary District
In Progress	Salinas River Diversion Facility	\$ 10,586,100.00	Marina, CA	Monterey County Water Resources
In Progress	South Bay Pumping Plant Completion	\$ 9,833,405.00	Byron, CA	Department of Water Resources
In Progress	CEF Recycled Water Treatment	\$ 585,000.00	Stanford, CA	Stanford University
In Progress	Recycled Water Pump Station	\$ 859,000.00	Palo Alto, CA	City of Palo Alto
In Progress	Mariner's Island No. 2 Sanitary Pump Station	\$ 1,536,600.00	San Mateo, CA	City of San Mateo
In Progress	Watsonville Water Recycling	\$ 23,260,000.00	Watsonville, CA	City of Watsonville
In Progress	South Bay Water Recycling	\$ 3,736,200.00	San Jose, CA	City of San Jose
In Progress	Beltz Well #10 Wellhead	\$ 191,950.00	Santa Cruz, CA	County of Santa Cruz
2009	Venus Pump Station	\$ 326,973.00	Milpitas, CA	City of Milpitas
2009	Corralitos Creek Fisheries Enhancement	\$ 1,167,050.00	Corralitos, CA	City of Watsonville
2009	Main Sewage Pump Station #6103	\$ 9,470,652.00	Milpitas, CA	City of Milpitas
2009	Serra & Westmoor Wells Renovation	\$ 273,000.00	Sunnyvale, CA	City of Sunnyvale
2009	Downer Canoas Injection Station	\$ 416,850.00	San Jose, CA	City of San Jose
2008	Felt Lake Tower Modifications	\$ 102,000.00	Stanford, CA	Stanford University
2008	Poplar Pump Station	\$ 101,000.00	San Mateo, CA	City of San Mateo
2008	RAS & SS Valve Replacement	\$ 726,665.00	San Jose, CA	City of San Jose
2008	Norwood Pump Station	\$ 1,243,373.00	San Jose, CA	City of San Jose
2008	East Primary Influent Rehabilitation	\$ 699,000.00	San Jose, CA	City of San Jose
2008	Seal Rock Pump Station	\$ 111,106.00	Pebble Beach, CA	Pebble Beach Community Services District
2008	South Bay Pumping Plant	\$ 14,500,000.00	Byron, CA	Department of Water Resources
2008	Auxiliary Disinfection	\$ 756,000.00	Palo Alto, CA	City of Palo Alto
2008	Bird Avenue Storm Water Pump Station	\$ 822,656.00	San Jose, CA	City of San Jose
2008	Los Gatos Bridge @ Aldercroft Heights	\$ 1,165,375.00	Los Gatos, CA	County of Santa Clara
2008	Almaden Valley Pipeline	\$ 299,557.00	San Jose, CA	Santa Clara Valley Water District
2007	East Cliff Pump Station Upgrades	\$ 312,657.00	Santa Cruz, CA	County of Santa Cruz
2007	Pump Station P-8 Replacement	\$ 202,854.00	Pebble Beach, CA	Pebble Beach Community Services District
2007	Capitola Pump Station Improvements	\$ 476,999.00	Capitola, CA	County of Santa Cruz
2007	Muriel Wright Water System Upgrades	\$ 1,096,993.00	San Jose, CA	County of Santa Clara
2007	Carbonero Lift Station	\$ 587,651.00	Scotts Valley, CA	City of Scotts Valley
2007	Secondary Digester Improvement	\$ 2,379,281.00	Union City, CA	Union Sanitary District
2007	Marina Area Storm Drain Project	\$ 1,386,199.00	Benicia, CA	City of Benicia
2007	Larkspur Landing Pump Station	\$ 1,511,276.00	Larkspur, CA	Sanitary Dist No. 1 of Marin Co, Ross Valley
2007	Glen Park Tank Seismic Retrofit	\$ 1,716,195.00	Brisbane, CA	City of Brisbane
2007	District Wide Mechanical Upgrade	\$ 2,197,391.00	Alameda & Contra Costa	East Bay Regional Parks District
2007	West Belmont Water Pump Station	\$ 785,997.00	Belmont, CA	Mid-Peninsula Water District
2007	Graham Pump Station	\$ 5,263,782.00	Mountain View, CA	City of Mountain View
2007	Redwood Shores Pump Station #15	\$ 482,544.00	Redwood City, CA	City of Redwood City
2007	Berryessa Pump Station	\$ 601,423.00	Milpitas, CA	City of Milpitas
2007	New Brighton Grinder Replacement	\$ 76,609.00	Capitola, CA	County of Santa Cruz
2007	Redwood Shores Pump Station #15	\$ 482,544.00	Redwood City, CA	City of Redwood City



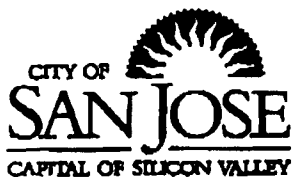
ANDERSON PACIFIC
Engineering Construction, Inc.

May 28, 2009

Method of measurement of off hauled refuse, soil & vent trench excavation material

Trucks will be weighted at dump station

■ 1390 Norman Avenue
Santa Clara, CA 95054
Fax: 408/970-9975
408/970-9900
Lic. No. 245215

*Department of Public Works*

CITY FACILITIES ARCHITECTURAL SERVICES DIVISION

March 19, 2009

**ADDENDUM NO. 1
FOR THE CONSTRUCTION OF THE
MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID PROJECT**

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made a part of and incorporated into the plans and specifications for the Martin Park Landfill Gas Cutoff Wall Re-Bid Project.

PROJECT SPECIFICATIONS:**Notice to Contractors**

REVISE the Bid Opening date in "Filing of Bids" from "Thursday, March 26, 2009" to "Thursday, April 16, 2009"

Bid Documents Cover Sheet

REVISE the Bid Opening date from "Thursday, March 26, 2009" to "Thursday, April 16, 2009"

Bidder's Bond

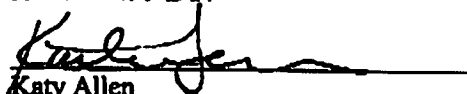
REVISE the Bid Opening date from "Thursday, March 26, 2009" to "Thursday, April 16, 2009"

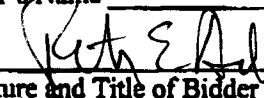
The revised pages are attached.

INSTRUCTIONS:

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with bid documents shall not relieve the bidder of the obligation to include this addendum to the bid proposal. Bidder's failure to sign and submit any or all addenda with the bid shall be cause for reselection of the bid.

APPROVED BY:

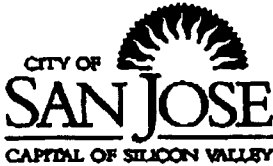
for 
Katy Allen
Director of Public Works

Bidder's Name Anderson Pacific Eng. Const., Inc.

President

4/13/09

Signature and Title of Bidder**Date**

*Department of Public Works*

CITY FACILITIES ARCHITECTURAL SERVICES DIVISION

April 9, 2009

**ADDENDUM NO. 2
FOR THE CONSTRUCTION OF THE
MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID PROJECT**

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made a part of and incorporated into the plans and specifications for the Martin Park Landfill Gas Cutoff Wall Re-Bid Project.

PROJECT SPECIFICATIONS:

Notice to Contractors

REVISE the Bid Opening date in "Filing of Bids" from "Thursday, April 16, 2009" to "Thursday, May 28, 2009"

Bid Documents Cover Sheet

REVISE the Bid Opening date from "Thursday, April 16, 2009" to "Thursday, May 28, 2009"

Bidder's Bond

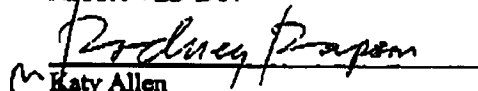
REVISE the Bid Opening date from "Thursday, April 16, 2009" to "Thursday, May 28, 2009"

The revised pages are attached.

INSTRUCTIONS:

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with bid documents shall not relieve the bidder of the obligation to include this addendum to the bid proposal. Bidder's failure to sign and submit any or all addenda with the bid shall be cause for rejection of the bid.

APPROVED BY:


Katy Allen
Director of Public Works

Bidder's Name Anderson Pacific Engineering Construction, Inc.


Signature and Title of Bidder

President

4/14/09
Date

May 7, 2009

**ADDENDUM NO. 3
FOR THE CONSTRUCTION OF THE
MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID PROJECT**

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made a part of and incorporated into the plans and specifications for the Martin Park Landfill Gas Cutoff Wall Re-Bid Project.

PROJECT SPECIFICATIONS:

DELETE the Proposal page 1 of 1, "Schedule of Quantities"

ADD the attached Proposal page 1A of 3, "Schedule of Quantities" (See clouded items)

DELETE the Proposal page 2 of 3

ADD the attached Proposal page 2 of 3 (See clouded items)

DELETE the Contract Page 1 of 1, "Schedule of Quantities"

ADD the attached Contract Page 1A of 3, "Schedule of Quantities" (See clouded items)

DELETE Attachment 1, "Nondiscrimination / Nonpreferential Treatment"

ADD the attached Attachment 1, "Nondiscrimination / Nonpreferential Treatment" (See clouded paragraph)

DELETE Section 10-1, "Table of Contents"

ADD the attached Section 10-1, "Table of Contents" (See clouded line items)

DELETE Section 10-3, "Refuse Removal"

ADD the attached Section 10-3, "Refuse Removal" (See clouded paragraphs)

DELETE Section 10-4, "Traffic Control"

ADD the attached Section 10-4, "Traffic Control" (See clouded paragraph)

DELETE Section 10-5, "Relocate Street Lights" (See clouded item)

DELETE Section 10-6, "LFG Cutoff Wall and Vent Trench"

ADD the attached Section 10-6, "LFG Cutoff Wall and Vent Trench" (See clouded paragraphs)

DELETE Section 10-18, "Pay Items"

ADD the attached Section 10-18, "Pay Items" (See clouded items)

PROJECT PLANS:

DELETE Sheet 3, "Existing Conditions and Demolition Plan"

ADD the attached Sheet 3, "Existing Conditions and Demolition Plan"

To: All Plan Holders for the Martin Park Landfill Gas Cutoff Wall Project
Subject: **ADDENDUM NO. 3**
May 7, 2009
Page 2

DELETE Sheet 4, "Existing Top of Refuse"
ADD the attached Sheet 4, "Existing Top of Refuse"

DELETE Sheet 5, "Proposed LFG Cutoff Wall and Utility Plan"
ADD the attached Sheet 5, "Proposed LFG Cutoff Wall and Utility Plan"

DELETE Sheet 6, "Details"
ADD the attached Sheet 6, "Details"

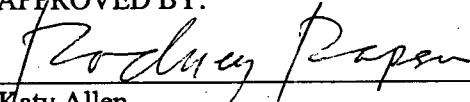
DELETE Sheet 12, "Landfill Gas Cutoff Wall and Vent Trench Layout"
ADD the attached Sheet 12, "Landfill Gas Cutoff Wall and Vent Trench Layout"

DELETE Sheet 13, "Landfill Gas Cutoff Wall and Vent Trench Details"
ADD the attached Sheet 13, "Landfill Gas Cutoff Wall and Vent Trench Details"

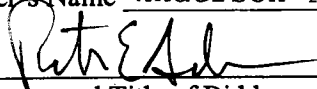
INSTRUCTIONS:

The bidder must sign this addendum in the space provided below and return one signed copy with the bid.
Failure to return the signed copy with bid documents shall not relieve the bidder of the obligation to include this addendum to the bid proposal. Bidder's failure to sign and submit any or all addenda with the bid shall be cause for rejection of the bid.

APPROVED BY:


Katy Allen
Director of Public Works

Bidder's Name Anderson Pacific Engineering Construction, Inc.


Signature and Title of Bidder

President

5/22/09

Date